

HELM-ATLANTIC ASSOCIATES
LIMITED PARTNERSHIP

One Embarcadero Center • San Francisco, CA 94111
415/398-4510 FAX 415/398-4816

VIA AIR COURIER

June 26, 1996

Ms. Mildred Lee
Recordations Unit
Surface Transportation Board
Department of Transportation
12th and Constitution Avenue, N.W.
Washington, DC 20423

19923-A
JUN 27 1996 PM

Dear Ms. Lee:

Enclosed are two (2) originals of Amendment No. 1 to dated April 12, 1996 to Schedule No. 3 dated as of December 6, 1995 between the following parties:

Lessor: Helm-Atlantic Associates Limited Partnership
One Embarcadero Center, Suite 3700
San Francisco, CA 94111

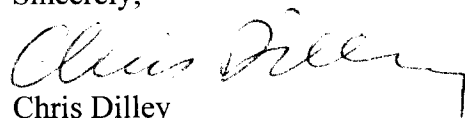
Lessee: Union Pacific Railroad Company
1416 Dodge Street, Room 200
Omaha, NE 68179

The equipment involved in this transaction is as follows:

Equipment: Eighteen (18) railcars (see Annex A.1. attached for reporting mark & numbers)

Please file this agreement as a supplementary document to Recordation No. 19923 filed February 7, 1996. A cheque for the filing fee of \$21.00 is enclosed.

Sincerely,



Chris Dilley
Administrative Assistant

/cpd
Enclosures (2)

SURFACE TRANSPORTATION BOARD
WASHINGTON, D.C. 20423-0001

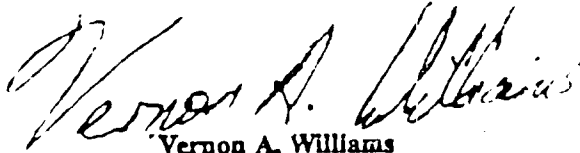
6/27/96

Chris Dilley
Administrative Assistant
Helm Financial Corporation
One Embarcadero Center
San Francisco, CA., 94111

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 6/27/96 at 12:40PM, and assigned recordation number(s). 17313-B, 19923-A, 20154, 20155, 20156, 20157, 20158 and 20159.

Sincerely yours,


Vernon A. Williams
Secretary

Enclosure(s)

\$ 168.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature 

19923-A

JUN 27 1996 PM

AMENDMENT NO. 1 TO SCHEDULE NO. 3

THIS AMENDMENT NO. 1 ("Amendment") to Schedule No. 3 dated as of December 6, 1995 ("Schedule No. 3") to the Lease of Railroad Equipment dated as of January 3, 1995 ("Lease") between HELM-ATLANTIC ASSOCIATES LIMITED PARTNERSHIP ("Lessor") and UNION PACIFIC RAILROAD COMPANY ("Lessee") is made as of April 12, 1996 between Lessor and Lessee.

R E C I T A L S :

- A. Lessor and Lessee are parties to Schedule No. 3 and the Lease pursuant to which the nineteen (19) locomotives described in Annex A to Schedule No. 3 (the "Unit(s)") were leased by Lessor to Lessee.
- B. Lessor and Lessee desire to amend Schedule No. 3 to reflect the correct equipment under the Lease and Schedule No. 3 and to extend the Lease Term.
- C. The parties desire to amend Schedule No. 3 as provided herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties agree to amend Schedule No. 3 and the Lease as follows:

- 1. All terms defined in the Lease and Schedule No. 3 shall have the meanings defined therein when used in this Amendment.
- 2. The Units bearing the reporting marks and numbers HATX 800 and CDAC 40 were terminated from the Lease and Schedule No. 3 effective as of March 31, 1996 and March 2, 1996, respectively. The Unit bearing the reporting mark and number HATX 803 has been added to the Lease and Schedule No. 3 effective as of January 13, 1996.
- 3. Annex A to Schedule No. 3 shall be replaced by the attached Annex A.1. and all references to Annex A in Schedule No. 3 shall be deemed to refer to Annex A.1.
- 4. Effective as of January 31, 1996, Section 6 of Schedule No. 3 shall be deleted and replaced with:

"6. The 'Term of this Lease' for each Unit covered under this Schedule shall expire on April 30, 1996. If no unremedied default has occurred and is continuing under the Lease and this Schedule, Lessee may extend the Term of this Lease for all Units on a month to month basis (each such month an 'Extended Term'); **provided, however,** that either party may terminate the Lease during any Extended Term by providing not less than thirty (30) days prior written notice to the other party."

CM


5. Effective as of January 13, 1996 The Casualty Value for Unit HATX 803 shall be \$550,000.
6. Except as expressly modified by this Amendment, all terms and provisions of Schedule No. 3 and the Lease shall remain in full force and effect.
7. This Amendment may be executed by the parties hereto in any number of counterparts, and all said counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS THEREOF, Lessor and Lessee, each pursuant to due corporate authority, have caused this Amendment No. 1 dated as of April 12, 1996 to Schedule No. 3 dated as of December 6, 1995 to the Lease of Railroad Equipment dated as of January 3, 1995 to be signed in their respective corporate names on the date indicated below their signatures.

LESSOR


HELM-ATLANTIC ASSOCIATES
LIMITED PARTNERSHIP

By: Helm Atlantic Corporation,
its General Partner

By: 
Print Name: David R. Eckles
Title: President

LESSEE

UNION PACIFIC RAILROAD COMPANY

By: 
Print Name: Charles R. Eisele
Title: Vice President-Purchasing

ANNEX A.1.

To Schedule No. 3 dated as of December 6, 1995, as amended, to that certain Lease of Railroad Equipment dated as of January 3, 1995 between Helm-Atlantic Associates Limited Partnership and Union Pacific Railroad Company

Equipment Description:

Eighteen (18), 3000 horse power locomotives built by EMD during 1966-1974.

Units' Reporting

Mark & Number :

Type:

HATX 801	GP40-3
HATX 802	GP40-3
HATX 803	GP40-3
HATX 400-410	GP40
HATX 415	GP40
HATX 418	GP40
HATX 420	GP40
HATX 750	SD40-2

CM

STATE OF CALIFORNIA)
) S.S.
COUNTY OF SAN FRANCISCO)

On May 31, 1996, before me, Chris Dille,
personally appeared David R. Eckles, President of **HELM ATLANTIC
CORPORATION**,

X personally known to me -OR-

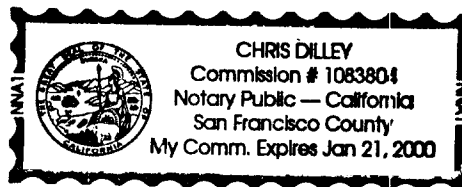
— proved to me on the basis of satisfactory evidence to be the
person(s) whose name(s) is/are subscribed to the within instrument
and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon
behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Chris Dille
SIGNATURE OF THE NOTARY

[Notarial Seal]

STATE OF NEBRASKA)
) S.S.
COUNTY OF DOUGLAS)

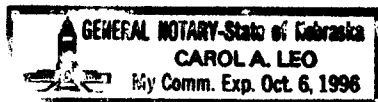


On May 13, 1996, before me, Carol A. Leo,
personally appeared Charles R. Eisele, Vice President-Purchasing of **UNION
PACIFIC RAILROAD COMPANY**,

X personally known to me -OR-

— proved to me on the basis of satisfactory evidence to be the
person(s) whose name(s) is/are subscribed to the within instrument
and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon
behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.



Carol A. Leo
SIGNATURE OF THE NOTARY

[Notarial Seal]

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